

AGREEMENT TO TRANSFER FUNDS
FOR FY 2009 RECOVERY ACT EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT (JAG) PROGRAM

THIS AGREEMENT is entered into this 25 day of AUGUST 2009, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and COSTA MESA, a municipal corporation, hereinafter referred to as "SUBGRANTEE."

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to as SHERIFF, in its capacity as the lead agency on behalf of 33 local government agencies, including SHERIFF and SUBGRANTEE, has applied for, received and accepted the FY 2009 Recovery Act Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (hereinafter referred to as "the grant").

WHEREAS, the purpose of the grant is to supplement the resources available to the multi agency Orange County Pro-Active Methamphetamine Laboratory Investigative Team (PROACT), and to various programs designated to prevent and control crime within the County of Orange that are operated by 33 local government agencies, as set forth in Attachment A (Program Narrative), which is attached hereto and incorporated herein by reference.

WHEREAS, the terms of the grant require that certain grant funds be transferred to SUBGRANTEE to be used for the grant purposes, which may include local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for law enforcement, as more particularly described in Attachment A hereto.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY shall transfer to SUBGRANTEE grant funds, in arrears, as necessary to reimburse SUBGRANTEE for reasonable and permissible expenditures for the grant purposes. In order to obtain grant funds, SUBGRANTEE shall comply with the instructions and submit to SHERIFF all

1 required information and documentation, as set forth in Attachment B hereto ("How to Apply for FY
2 2009 Recovery Act JAG Grant Reimbursements"), which is attached hereto and incorporated herein by
3 reference. In no event will the total amount of the grant funds transferred by COUNTY to
4 SUBGRANTEE hereunder exceed SUBGRANTEE's allocation, as set forth in Attachment C hereto
5 ("FY09 Recovery Act Justice Assistance Grant Funding OC Allocation"), which is attached hereto and
6 incorporated herein by reference.

7 2. SUB-GRANTEE shall be reimbursed with said grant funds only for expenditures
8 necessary to acquire personal property or equipment as set forth in Attachment A hereto [hereinafter
9 called "grant property and equipment"] or to perform such other grant functions, if any, for which
10 Attachment A specifies that SUBGRANTEE may utilize grant funds.

11 3. Throughout their useful life, SUBGRANTEE shall use grant property and equipment
12 only for grant purposes in accordance with Attachment A hereto.

13 4. SUBGRANTEE shall exercise due care to preserve and safeguard grant property and
14 equipment from damage or destruction and shall provide regular maintenance and such repairs for grant
15 property and equipment as are necessary, in order to keep said grant property and equipment
16 continually in good working order.

17 5. If grant property or equipment becomes obsolete, SUBGRANTEE shall dispose of it
18 only in accordance with the instructions of COUNTY or the agency from which COUNTY received the
19 grant funds.

20 6. SUBGRANTEE shall submit to the COUNTY grant program reporting documents and
21 information in accordance with requirements set out in FY2009 Recovery Act Edward Byrne Memorial
22 Justice Assistance Grant Program Reporting Requirements and as outlined in the Office of Management
23 and Budget Memorandum M-09-21 which are attached hereto as Attachment D and incorporated herein
24 by reference.

25 7. SUBGRANTEE shall comply with all applicable terms of the certifications and special
26 conditions that are attached hereto as Attachment E and incorporated herein by reference.

27 8. By executing this Agreement, SUBGRANTEE agrees to comply with and be fully
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1 bound by this Agreement and all applicable provisions of Attachments A, B, C, D and E hereto.
2 SUBGRANTEE shall notify COUNTY immediately upon discovery that it has not abided or no longer
3 will abide by any applicable provision of this Agreement or Attachments A, B, C, D or E hereto.

4 9. SUBGRANTEE and COUNTY shall be subject to examination and audit by the State
5 Auditor General with respect to this Agreement for a period of three years after final payment
6 hereunder.

7 10. SUBGRANTEE agrees to indemnify, defend and save harmless COUNTY and the
8 agency from which COUNTY received grant funds, and their elected and appointed officials, officers,
9 agents and employees from any and all claims and losses accruing or resulting to any and all contractors,
10 subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work,
11 services, materials or supplies in connection with SUBGRANTEE's performance of this Agreement,
12 including Attachments A, B, C, D and E hereto, and from any and all claims and losses accruing or
13 resulting to any person, firm, or corporation who may be injured or damaged by SUBGRANTEE in the
14 performance of this Agreement, including Attachments A, B, C, D and E hereto.

15 11. No alteration or variation of the terms of this Agreement shall be valid unless made in
16 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or
17 agreement not incorporated herein shall be binding on any of the parties hereto.

18 12. SUBGRANTEE may not assign this Agreement in whole or in part without the express
19 written consent of COUNTY.

20 13. For a period of three years after final payment hereunder or until all claims related to
21 this Agreement are finally settled, whichever is later, SUBGRANTEE shall preserve and maintain all
22 documents, papers and records relevant to the work performed or property or equipment acquired in
23 accordance with this Agreement, including Attachments A, B, C, D and E hereto. For the same time
24 period, SUBGRANTEE shall make said documents, papers and records available to COUNTY and the
25 agency from which COUNTY received the grant funds or their duly authorized representative(s), for
26 examination, copying, or mechanical reproduction on or off the premises of SUBGRANTEE, upon
27 request, during usual working hours.

1 14. SUBGRANTEE shall provide to COUNTY all records and information requested by
2 COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be
3 required to provide to the agency from which COUNTY received grant funds or other persons or
4 agencies.

5 15. COUNTY may terminate this Agreement and be relieved of the payment of any
6 consideration to SUBGRANTEE if a) SUBGRANTEE fails to perform any of the covenants contained
7 in this Agreement, including the applicable terms of Attachments A, B, C, D and E hereto, at the time
8 and in the manner herein provided, or b) COUNTY loses funding under the grant. In the event of
9 termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

10 16. SUBGRANTEE and its agents and employees shall act in an independent capacity in the
11 performance of this Agreement, including Attachments A, B, C, D and E hereto, and shall not be
12 considered officers, agents or employees of COUNTY or SHERIFF or of the agency from which
13 COUNTY received grant funds.

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2 **IN WITNESS WHEREOF**, the parties have executed this Agreement in the County of Orange,
3 State of California.

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5 DATED: 8/7, 2009

COUNTY OF ORANGE, a political
subdivision of the State of California

6
7
8 By 
 Sheriff-Coroner
 "COUNTY"

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10 APPROVED AS TO FORM:
11 COUNTY COUNSEL

12 By 
 Nicole Sims, Deputy

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14 DATED: 7/15, 2009

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16 DATED: AUGUST 25, 2009

SUBGRANTEE

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18 By _____

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21 ATTEST:

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23 _____
 City Clerk

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25 DATED: _____, 2009